

Be A Martian!

“PATHFINDER INNOVATION CHALLENGE”

CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY

1.0 BACKGROUND

Named after the first mission from Earth to send a rover to the surface of another planet, the Pathfinder Innovation Challenge is inspired by the drive to push past boundaries and achieve “firsts” through technology demonstrations. When it successfully landed on Mars on July 4, 1997, the Mars Pathfinder mission’s Sojourner rover captured the hearts and minds of people across the globe, setting internet records for its time and uniting explorers everywhere in a quest to seek new discoveries beyond our home world. It is this spirit that the Pathfinder Innovation Challenge seeks to strengthen, with the contribution of new inventions and resources that extend our shared abilities to participate in discovery and life-long-learning as members of a global, space-faring society.

2.0 PROMOTION DESCRIPTION

2.1 2009 Pathfinder Innovation Challenge Purpose

The Pathfinder Innovation Challenge 2009 (the “**Contest**”) seeks to develop software tools and other assets that will enable public participation in Mars Exploration and, in so doing, make authentic contributions to Mars mission needs. Co-sponsored by NASA and its Jet Propulsion Laboratory, managed by the California Institute of Technology, the shared intent is to encourage the development of critical digital-age computer skills throughout society, as well as life-long-learning in science, technology, engineering, and mathematics (STEM). This goal serves not only public participation in space exploration, but also economic and educational well-being here on Earth.

2.2 Contest Overview

Initial information about the Contest will be available at:
<http://mars.jpl.nasa.gov/beamartian/pic>.

All information about the Contest will be available at:
<http://BeAMartian.jpl.nasa.gov/pic2009.html> (the “**Website**”).

Interested individuals or teams (each an “**Entrant**”) are welcome to compete. While there is no restriction on the number of team members, prizes will only be awarded up to the amounts specified in the description of prizes (section 7).

In brief, Entrants will compete in four (4) Leagues (each known as a “**League**”):

League Number	League Name	Brief Descriptions	Age Eligibility*
1	Inspiration League	For non-software developers, the Inspiration League encourages participants to use and to develop their computer and communications skills by creating an episode for “The Martians” video series. Submissions should share personal and local enthusiasm for Mars exploration, while accurately representing an aspect of Mars, Mars missions, or Earth/Mars comparisons from which fellow “Martian citizens” can learn and find inspiration.	14 and older
2	Scholarship League	The goal of the Scholarship League is to create a fun interactive interface that supports the learning objectives of the Rock Around the World Project and reinforces what K-12 students (and all eager life-long-learners) should understand.	14 and older
3	Global Cooperation League	Competitors in the Global Cooperation League will develop fun web games that use crowd-sourcing and “citizen science” techniques to identify and classify items within Mars Exploration Rover images. By comparing results between League 3 and 4 approaches, a software solution may be selected for long-term use by Mars mission teams.	18 and older
4	Intelligence League	The goal of the Intelligence League is to write applications that can rapidly detect and label interesting objects within Mars Exploration Rover images through artificial intelligence and other techniques. By comparing results between League 3 and 4 approaches, a software solution may be selected for long-term use by Mars mission teams.	18 and older

- * NASA’s Be A Martian! Website will include future challenges specifically geared for younger students. The Pathfinder Innovation Challenge, however, is not designed for those whose age is 13 or under. It does, however, include components, particularly in League 2, that will serve the interests of younger students.

2.3 Participant Obligations

By participating in the Contest, each Entrant (and, if the Entrant is between the ages of 14-17, his/her parent or legal guardian) unconditionally accepts and agrees to comply with and abide by the Official Rules and the decisions of the National Aeronautics and Space Administration (NASA Headquarters; 300 E Street SW; Washington DC 20024-3210) and the Jet Propulsion Laboratory/California Institute of Technology (4800 Oak Grove Drive; Pasadena, CA 91101) (collectively, the "**Sponsors**"), which shall be final and binding in all respects.

By participating in this contest, each Entrant (and, if the Entrant is between the ages of 14-17, his/her parent or legal guardian) also unconditionally accepts and agrees to comply with, and abide by, the rules for prize provision set out in sections 7 & 8.

2.4 Participant Eligibility

Employees of the Sponsor and Microsoft Corporation (One Microsoft Way, Redmond, WA, 98052 U.S.A.) (the "**Prize Provider**") and their affiliates, organizations, subsidiaries, advertising and promotion agencies (collectively, the "**Promotion Entities**") and their immediate family members and/or those living in the same household of each are not eligible to enter the Contest or to win a prize. All Submissions must be received within the period designated in the Contest Rules.

In order to be eligible to win any Contest prize, all Entrants (including all members of an entrant team) must be legal residents of the United States. Submissions from Entrants who are not legal residents of the United States are only eligible to be recognized via an "International Honorable Mention," which does not include a Contest prize, but still may be of value to individuals building both their skills and resumes.

Each Entrant must submit all required elements (the "**Submission**") for each League.

For the Inspiration and Scholarship Leagues, Entrants between the ages of 14 and 17 must obtain a parent's or legal guardian's permission to enter. Entrants between the ages of 14 and 17 must provide parental consent in form and substance suitable to the Sponsors and/or Prize Provider, in the Sponsor's and Prize Provider's sole discretion, in order to be confirmed as a prize winner.

Entrants 18 years of age or older in any of the Leagues do not need a parent's or legal guardian's permission to enter.

2.5 Eligibility Status Verification

Contest Entrants selected as Semi-finalists in the Global Cooperation and Intelligence Leagues will be required to verify their eligibility status in a form satisfactory to the Sponsors and Prize Provider before advancing to the next round.

2.6 Key Dates

The 2009 Pathfinder Innovation Challenge begins at 8:00 a.m. Pacific Time ("PT") on November 17, 2009 and ends at 11:59:59 a.m. PT on April 16, 2010 (the "**Contest Period**"). Key dates vary depending on the League, as follows:

Date	Time	Leagues	Step
Nov 17, 2009	8:00 a.m. PT	1,2,3,4	Competition Sign-up Opens
Nov 17, 2009	8:00 a.m. PT	1	League 1 Submissions Allowed
Dec 15, 2009	8:00 a.m. PT	2,3,4	League 2-4 Qualifying Submissions Allowed
Feb 15, 2010	11:59:59 a.m. PT	1,2	League 1&2 Final Submissions due
Feb 15, 2010	11:59:59 a.m. PT	3,4	League 3&4 Qualifying Submissions due
Mar 15, 2010	TBD	1,2	League 1&2 Winners announced
Mar 15, 2010	TBD	3,4	League 3&4 Semi-finalists announced from Qualifying Submissions
Apr 16, 2010	11:59:59 a.m. PT	3,4	League 3&4 Final submissions due
May 18, 2010	TBD	3,4	League 3&4 Winners announced

Because of the unique nature and scope of the Contest, the Sponsors and/or the Prize Provider reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.

The dates in these Official Contest Rules and in the contest details on the Website are subject to change at any time, at the sole discretion of the Sponsors and/or the Prize Provider.

3.0 HOW TO ENTER

The Official Entry Form and all other documents related to the Contest will be available online at the Website.

3.1 League 1 (Inspiration League)

An eligible individual must mail in the following documents for their Submission to be considered complete:

- 1) a movie for online viewing that meets the following criteria:
 - is no longer than 4 minutes;
 - is saved on a DVD;
 - meets the conditions in Section 3.0
- 2) a signed release form for any person featured in the video
BeAMartian.jpl.nasa.gov/pic2009/releaseform.pdf
- 3) an Official Entry Form available at:
BeAMartian.jpl.nasa.gov/pic2009/entryformlevel1.pdf
- 4) An affidavit that the content meets the conditions in Section 4.0 in the contest rules:
<http://BeAMartian.jpl.nasa.gov/pic2009/clearance.pdf>
- 5) for eligible individuals ages 14 – 17, a Parental Consent Form available at: <http://BeAMartian.jpl.nasa.gov/pic2009/familyconsent.pdf>

The completed Submission must be post-marked no later than February 15, 2010 and mailed to:

ATTN: Ms. Jacklyn R. Johnson
Pathfinder Innovation Challenge
Jet Propulsion Laboratory
4800 Oak Grove Dr MS 321-550
Pasadena, CA 91109-8099

3.2 League 2 (Scholarship League)

An eligible individual must submit the following documents for their Submission to be considered complete:

- 1) a description of the system, including an explanation of how it addresses the goals of the Contest
- 2) detailed instructions for running the interactive software
- 3) source code and compiled binaries for the interactive software, including all dependencies and necessary data files that are necessary for it to run. All source code must be licensed as described in section 4.0.

- 4) an Official Entry Form available at:
BeAMartian.jpl.nasa.gov/pic2009/entryformlevel234.pdf
- 5) for eligible individuals ages 14 – 17, a Parental Consent Form available at: <http://BeAMartian.jpl.nasa.gov/pic2009/familyconsent.pdf>
- 6) An affidavit that the content meets the conditions in Section 4.0 in the contest rules:
<http://BeAMartian.jpl.nasa.gov/pic2009/clearance.pdf>
- 7) verification of eligibility status.

All Submissions must be uploaded by February 15, 2010, 11:59:59 a.m. PT.
Limit one Submission per Entrant.

If an Entrant submits multiple entries, the last entry received will be considered the last official entry; all prior entries will be disqualified. Unless otherwise indicated in the contest details posted on the Website, incomplete and/or illegible entries will be disqualified.

3.3 Leagues 3 and 4 (Global Cooperation and Intelligence Leagues)

Competition in the Global Cooperation and Intelligence Leagues takes place in two phases. The first phase starts at the beginning of the Contest and ends with the Submission of qualifying entries at 11:59:59 a.m. PT on February 15, 2010. An eligible individual must upload the following documents by that time in order for their qualifying Submission to be considered for selection as a semi-finalist:

- 1) a description of the system, including an explanation of how it addresses the goals of the Contest
- 2) detailed instructions for running the software
- 3) source code and compiled binaries for the software, including all dependencies and necessary data files that are necessary for it to run. All source code must be licensed as described in section 4.0.
- 4) an Official Entry Form available at:
BeAMartian.jpl.nasa.gov/pic2009/entryformlevel234.pdf
- 5) An affidavit that the content meets the conditions in Section 4.0 in the contest rules:
<http://BeAMartian.jpl.nasa.gov/pic2009/clearance.pdf>

- 6) verification of eligibility status.

Selected semi-finalists must submit any updated versions of the above items by 11:59:59 a.m. PT on April 16, 2010 for final judging.

All requested information must be completed to enter and to be eligible to win. Except as otherwise contemplated in these Official Rules, information collected in connection with this Contest will be used by the Sponsors and/or Prize Provider in accordance with the privacy policy available at the Website. Any communication or information transmitted to the Sponsors and/or Prize Provider and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary, except for personal information as protected by the Contest privacy policy. Proof of submission is not considered proof of delivery to, or receipt of, such entry. The Sponsors and/or Prize Provider shall have no liability for any Submission that is lost, intercepted or not received by the Sponsors and Prize Provider.

4.0 SUBMISSION REQUIREMENTS

Each Submission that is entered into the Contest must meet the following requirements ("**Submission Requirements**"). Any Submission that, in the Sponsors' and Prize Provider's sole and absolute discretion, fails to meet the following criteria will be disqualified):

- (a) The Submission must be the entrant's own, original, previously unpublished, and previously unproduced work;
- (b) A Submission that is considered by the Sponsors and Prize Provider in their sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry; and,
- (c) For the Scholarship, Global Cooperation, and Intelligence Leagues, a Submission **may not contain any code which use requires acceptance of any licensing terms which may restrict future distribution of the software Submission in any way**. The Submission may include stand alone third party software or may depend upon software not developed by the Entrant only if it has been publicly released under one of the following licenses:
 - Microsoft Public License (Ms-PL)
 - Microsoft Reciprocal License (Ms-RL)
 - Apache License, 2.0

- BSD License
 - MIT License
 - Mozilla Public License 1.1 (MPL)
 - Common Development and Distribution License (CDDL)
 - Common Public License (CPL)
 - Eclipse Public License (EPL)
 - GNU Lesser General Public License (LGPL version 2)
 - NASA Open Source Agreement 1.3
- (d) For the Scholarship, Global Cooperation, and Intelligence Leagues, the software developed by the entrant must also be released to the Sponsors and Prize Provider under one of the licenses listed above.

5.0 NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to:

Adam Cochran
The Intellectual Property Counsel Caltech
1200 E. California Blvd. M/C 201-85
Pasadena, CA 91125
Telephone: 626.395.4567
Email: **ipoffice@caltech.edu**

Please also see: <http://www.caltech.edu/copyright/>

ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL NOT RECEIVE A RESPONSE.

6.0 WINNER SELECTION

At the conclusion of the Contest Period, and assuming a sufficient number of eligible entries are received, the Sponsors and/or Prize Provider or their designees will select the following for each of the four Leagues:

- one (1) Grand Prize Winner
- one (1) First Prize Winner
- one (1) Second Prize Winner

Submissions will be judged based on the following criteria:

6.1 League 1:

Weight	Component	Description
50%	Accuracy	How accurate the Mars-related content is
20%	Creativity	How clever or novel the approach is
15%	Elegance	How well the video was made
15%	Complexity	How difficult the editing and/or other techniques are

6.2 League 2:

Weight	Component	Description
30%	Educational Relevance	How well it meets educational goals
25%	User Experience	How enjoyable and engaging the application is
25%	Elegance	How efficient, well written, and reusable the code is
20%	Comprehensiveness	How many elements of the “Rock Around the World” website are integrated

6.3 League 3

Weight	Component	Description
30%	Accuracy	How high a score is achieved from the submitted distilled answer set
25%	User Experience	How enjoyable and engaging the game is
25%	Elegance	How efficient, well written, and reusable the code is
20%	Creativity	How inventive and “out of the box” the approach to the problem is

6.4 League 4:

Weight	Component	Description
30%	Accuracy	How high a qualifying score is achieved on the trial sets
25%	Creativity	How inventive and “out of the box” the approach to the problem is
25%	Elegance	How efficient, well written, and reusable the code is and how well it generalizes to new images
20%	Performance	How fast the application produces correct answers

The Grand Prize, First Place, and Second Place winners (each a **“Winner”**) for each League will be notified by telephone, e-mail, and/or mail using the contact information provided at the time of entry. The Sponsors and/or Prize Provider shall have no liability for any notification that is lost, intercepted or not received

by the potential Winners for any reason. If any potential Winner does not respond within the time required by the Sponsors and/or Prize Provider, or if the notification is returned as unclaimed or undeliverable to any potential Winner, such potential Winner will forfeit his or her prize and an alternate may be selected. If any potential Winner is found to be ineligible, or has not complied with these Official Rules or declines the prize for any reason, such potential Winners will be disqualified and the prize and/or status may be awarded to the next highest scoring Submission.

7.0 PRIZE DESCRIPTIONS & ARV

The Sponsors and/or Prize Provider have no obligation to use the winning Submission(s). At the discretion of the Sponsors and/or Prize Provider, the Winners for each League will be awarded the following prizes with the approximate retail values (“**ARV**”):

League Name	Prize	Brief Prize Descriptions	ARV*
Inspiration	Grand Prize	1 Planetarium Kit for local school or community center, visit by Mars mission team member, 1 Zune HD loaded with Mars Content, Mars image signed by mission team members, Mars Exploration commemoratives, potential for permanent placement on Be A Martian website, Azure T-shirt	\$1125
	First Place	1 Zune HD loaded with Mars Content, Mars Exploration commemoratives, potential for permanent placement on Be A Martian website, Azure T-shirt	\$325
	Second Place	Mars Exploration commemoratives, potential for permanent placement on Be A Martian website, Azure T-shirt	\$35
Scholarship	Grand Prize	1 Trip to MSL Launch, 1 Zune HD loaded with Mars Content, Mars Exploration commemoratives, Mars image signed by mission team members, potential for permanent placement on Be A Martian website, Azure T-shirt	\$2325
	First Place	1 Zune HD loaded with Mars Content, Mars Exploration commemoratives, Azure T-shirt	\$325
	Second Place	Mars Exploration commemoratives, Azure T-shirt	\$35
Global Cooperation	Grand Prize	Trip to MSL Launch, Zune HD loaded with Mars Content, Mars image signed by mission team members, Mars Exploration commemoratives, potential for permanent placement on Be A Martian website, Azure T-shirt	\$2325 per individual (up to 3 if team)
	First Place	Zune HD loaded with Mars Content, Mars image signed by mission team members, Mars Exploration commemoratives, potential for permanent placement on Be A Martian website, potential for use by Mars mission	\$325 per individual (up to 3 if team)

		teams, Azure T-shirt	team)
	Second Place	Up to 3 of the following (depending on team size): Mars image signed by mission team members, Mars Exploration commemoratives, Azure T-shirt	\$35 per individual (up to 3 if team)
Intelligence	Grand Prize	Up to 3 of the following (depending on team size): Trip to MSL Launch, Zune HD loaded with Mars Content, Mars image signed by mission team members, Mars Exploration commemoratives, potential for use by mission teams, Azure T-shirt	\$2325 per individual (up to 3 if team)
	First Place	Up to 3 of the following (depending on team size): Zune HD loaded with Mars Content, Mars image signed by mission team members, Mars Exploration commemoratives, potential for permanent placement on Be A Martian website, Azure T-shirt	\$325 per individual (up to 3 if team)
	Second Place	Up to 3 of the following (depending on team size): Mars Exploration commemoratives, Azure T-shirt	\$35 per individual (up to 3 if team)

In addition, the first 500 Entrants will receive Azure t-shirts, valued at \$15.95.

7.2 Grand Prize Winners

For the Grand Prize winner in League 1, the prize includes one (1) planetarium kit for a school or community center of the Grand Prize Winners' choice and a visit by a Mars mission team member at a show using the planetarium kit.

The Grand Prize Winner in League 2 receives one (1) trip to the launch of the Mars Science Laboratory rover. The Grand Prize Winner for Leagues 3 and 4 receives one (1) trip to the launch of the Mars Science Laboratory rover if an individual Entrant, and (1) trip per individual on a team, up to a total of three (3) trips. That is, if the number of individuals on a team exceeds 3, additional trips will not be awarded to cover all team members.

The Mars Science Laboratory rover is scheduled to launch in the Fall of 2011. The 4-day/3-night trip for the Grand Prize Winner(s) includes round trip coach air transportation from gateway airport nearest winner's home and hotel accommodations (1 room). Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. If the closest airport to a prize winner's home is in close enough proximity to prize

destination city so that, as the Sponsors and/or Prize Provider may determine in their sole discretion, a flight is unnecessary, such prize winner will receive alternate transportation from the Sponsors and/or Prize Provider with no further obligation to the winner. Grand Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the Grand Prize ARV in these Official Rules. The Sponsors and/or Prize Provider reserve the right to structure the travel route and select hotels in their sole discretion. In the event Grand Prize winner and/or his/her travel companion(s) engages in behavior that (as determined by the Sponsors and/or Prize Provider in their sole and absolute discretion) is obnoxious or threatening, illegal, or intended to annoy, abuse, threaten or harass any other person, the Sponsors and/or Prize Provider reserve the right to terminate the trip or other applicable experience early, in whole or in part, and send Grand Prize winner(s) home with no further compensation.

If a Grand Prize winner is unable to participate in the Grand Prize trip during the dates set forth by the Sponsors and/or Prize Provider, the Grand Prize will be forfeited in its entirety. In the event that the Grand Prize trip does not or cannot take place as scheduled or at all, for reasons including, but not limited to, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the Grand Prize winner will receive One Hundred Dollars (\$100), and such amount plus the remaining components, if any, of the Grand Prize shall constitute full satisfaction of the Sponsors' and/or Prize Provider's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded. Excepting the preceding sentence, no cash alternative or prize substitutions will be allowed, except the Sponsors and Prize Provider reserve the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason.

7.2 Other Prize Descriptions

In all four Leagues, Grand Prize and First Prize winners will receive a Zune HD 32 GB Video MP3 Player (Platinum), which will be loaded with Mars images. They will also receive an image of Mars signed by mission team members.

All Winners will receive various Mars Exploration commemoratives, such as an Earth/Mars comparison poster, mission pins, a commemorative rover calendar, and/or other items related to Mars. All Winners will receive Azure T-shirts.

8.0 GENERAL RULES:

Void where prohibited by law. All federal, state and local laws and regulations apply. Winners may make no substitution or transfer of prize. All federal, state and local taxes are the sole responsibility of winner. Not responsible for lost, late, misdirected, mutilated, incomplete or illegible entries.

All prize winners must sign an Affidavit of Eligibility certifying that the Submission is the entrant's original work, that the entrant owns the right to the work, that the Submission has not previously won a prize in a national contest nor has been previously published in a national publication, that the entrant has followed the Official Rules of the contest, along with an Affidavit/Release/Prize Acceptance Form, and a Travel Liability/Publicity Release. (collectively, the "Prize Claim Documents").

At the Sponsors' and Prize Provider's option, for Levels 1 & 2 where the Winners are age 14-17, the applicable prize will either be awarded in the name of the parent or legal guardian of such winner or potential winner, or the parent or legal guardian of such potential winner will be required to ratify and sign the Prize Claim Documents. If a Grand Prize winner or such winner's parent or legal guardian fails or refuses to sign and return all Prize Claim Documents within seven (7) days of prize notification (or a shorter time if required by exigencies), the Grand Prize winner may be disqualified and an alternate winner may be selected. Finalists may also be required to sign Prize Claim Documents.

The Sponsors and Prize Provider are not responsible if the Mars Science Laboratory mission launch is cancelled or delayed for any reason or if NASA does not use the winner's Submission. NASA, JPL-Caltech, and Microsoft are not responsible if prize provision is cancelled or delayed for any reason.

9.0 NO UNLAWFUL OR PROHIBITED SUBMISSIONS

All Entrants are subject to the full Terms of Use of the Website. Extracted from them is the following for emphasis:

Through this site, you will have also have access to a variety of resources (e.g., developer tools, upload and download areas, communication services, etc.) collectively referred to as "Services." The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU. Services may be provided by Caltech-JPL and/or its suppliers.

As a condition of your participation in the Contest, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any JPL-Caltech and/or Microsoft server, or the network(s) connected to any JPL-Caltech and/or Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any JPL-Caltech and/or Microsoft server or to any of

the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Unless otherwise specified, Services on the Site are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products, or services obtained from the Services.

The Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to participate and/or communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services, in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service

- that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - Restrict or inhibit any other user from using and enjoying the Communication Services.
 - Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
 - Harvest or otherwise collect information about others, including e-mail addresses.
 - Violate any applicable laws or regulations.
 - Create a false identity for the purpose of misleading others.
 - Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information

10.0 GRANT OF RIGHTS

Each Entrant who enters into the Contest hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsors and/or Prize Provider, their successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Submission for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. The Sponsors and/or Prize Provider shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose that the Sponsors and/or Prize Provider deem necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Each Entrant hereby acknowledges that such Entrant does not reserve any rights in or to the Submission.

11.0 PUBLICITY RELEASE

By participating in the Contest, in addition to any other grants that may be granted in any other agreement entered into between the Sponsors, the Prize Provider and Finalists of the Contest, each Finalist irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such Entrant's Submission, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Submission, the Website, the Contest or other

promotions, and hereby releases the Promotion Entities, and their respective successors, assigns and licensees from any liability with respect thereto.

12.0 GENERAL LIABILITY RELEASE/FORCE MAJEURE

Entrants (and, in the case of individuals between the ages of 14-17, their parents or legal guardians) agree that the Sponsors and/or Prize Provider (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of the prize(s), and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s), including, without limitation, to such prize's quality or fitness for a particular purpose. The Sponsors and/or Prize Provider assume no responsibility for any damage to an Entrant's computer system that is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature caused by circumstances beyond its reasonable control. Without limiting the generality of the foregoing, the Sponsors and/or Prize Provider are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Submissions or prize notifications; or, for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsors and/or Prize Provider reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Sponsors and/or Prize Provider reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible Submissions are received or the Sponsors and/or Prize Provider are prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, cheating, viruses or bugs, or other cause not reasonably within the Sponsors and/or Prize Provider

control (each a “Force Majeure” event or occurrence), the Sponsors and/or Prize Provider shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, the Sponsors and/or Prize Provider may (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event-giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of the Sponsors and/or Prize Provider. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

If an Entrant attempts to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, the Sponsors and/or Prize Provider may seek damages from you to the fullest extent permitted by law. Further, the Sponsors and/or Prize Provider may ban you from participating in any future Contest.

13.0 ANTICIPATED NUMBER OF ENTRANTS & QUALIFICATIONS:

The Sponsors and/or Prize Provider make no representation or prediction with respect to the number of entrants or their qualifications and skill levels.

14.0 FURTHER DOCUMENTATION

If the Sponsors and/or Prize Provider shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as the Sponsors and/or Prize Provider may reasonably require in the effect of the purposes and intents of these Official Rules, then each Entrant agrees to sign the same upon the Sponsors and/or Prize Provider request.

14.0 PRIVACY POLICY

All Submissions will be subject to the “Pathfinder Innovation Challenge” privacy policy, available on the Website.

14.0 GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between entrant and the Promotion Entities in connection with the Contest shall be governed by and construed in accordance with the internal laws of the United States and the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, country's or jurisdiction's laws.

15.0 WINNERS LIST/OFFICIAL RULES

To obtain a copy of any legally required Winners list, send a self-addressed stamped envelope to: ATTN: Jackie Johnson "Pathfinder Innovation Challenge" Contest; Jet Propulsion Laboratory MS 301-345; 4800 Oak Grove Drive, Pasadena, CA 91109-8099. All such requests must be received by four (4) weeks after the end of the Contest Period. The winners' names will also be posted on the contest Website following selection. These Official Rules will be posted on the Website.